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Defendant SHAKEY'S PIZZA ASIA
VENTURES, INC. and Third Party Defendants
CINCO CORPORATION, PC
INTERNATIONAL PTE LTD., and SPAVI
INTERNATIONAL USA, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

Plaintiff,

v.

PCJV USA, LLC, a Delaware limited
liability company; PCI TRADING,
LLC, a Delaware limited liability
company; GUY KOREN, an individual;
POTATO CORNER LA GROUP, LLC,
a California limited liability company;
NKM CAPITAL GROUP, LLC, a
California limited liability company;
J & K AMERICANA, LLC, a California
limited liability company; J&K
LAKEWOOD, LLC, a California
limited liability company; J&K
VALLEY FAIR, LLC, a California
limited liability company; J & K
ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
LLC, a California, limited liability
company; GK CERRITOS, LLC, a
California, limited liability company;
J&K PC TRUCKS, LLC, a California
limited liability company; and, GK

Case No. 2:24-CV-04546-SB(AGRx)

The Hon. Stanley Blumenfeld, Jr.

**PLAINTIFF AND THIRD -PARTY
DEFENDANTS' CINCO'S
MOTION IN LIMINE NO. 2
TO PROHIBIT INTRODUCTION
OF EVIDENCE, TESTIMONY,
OR ARGUMENT THAT
CONTRADICTS ANY
DETERMINATION THAT IS
LAW OF THE CASE,
INCKLUDING THE
INTERPRETATION OF THE
AJVA AND "FAKE" LICENSE
AGREEMENT**

Complaint Filed: May 31, 2024

Trial Date: August 18, 2025

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CASE NO. 2:24-CV-04546-SB(AGRX)

MOTION IN LIMINE

TO PROHIBIT THE KOREN PARTIE FROM EVIDENCING OR ARGUING UNDER THE LAW OF CASE DOCTRINE
THAT THE AMENDED JOINT VENTURE AGREEMENT OR THE UNSIGNED 2010 MASTER LICENSE AGREEMENT
CONVEY RIGHTS IN THE TRADEMARKS AT ISSUE

CAPITAL GROUP, LLC, a California limited liability company and DOES 1 through 100, inclusive,

Defendants.

PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC, a Delaware limited liability company; POTATO CORNER LA GROUP LLC, a California limited liability company; GK CAPITAL GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP LLC, a California limited liability company; and GUY KOREN, an individual,

Counter-Claimants,

v.

SHAKEY'S PIZZA ASIA VENTURES, INC, a Philippines corporation,

Counter Defendant.

PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC, a Delaware limited liability company; POTATO CORNER LA GROUP LLC, a California limited liability company; GK CAPITAL GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP LLC, a California limited liability company; and GUY KOREN, an individual,

Third Party Plaintiffs,

v.

PC INTERNATIONAL PTE LTD., a Singapore business entity; SPAVI INTERNATIONAL USA, INC., a California corporation; CINCO CORPORATION, a Philippines corporation; and DOES 1 through 10, inclusive,

Third Party Defendants.

**TO THE COURT, THE PARTIES, AND THEIR COUNSEL OF
RECORD:**

PLEASE TAKE NOTICE that on August 8, 2025 at 9:30 a.m., in Courtroom 6C of the United States District Court for the Central District of California, located at 350 West 1st Street, Los Angeles, California 90012, Plaintiff and Counterclaim Defendant SHAKEY’S PIZZA ASIA VENTURES, INC. (“SPAVI”) and Third Party Defendants CINCO CORPORATION (“Cinco”), PC INTERNATIONAL PTE LTD. (“PCI”), and SPAVI INTERNATIONAL USA, INC (“SPAVI International,” and collectively with SPAVI, Cinco, and PCI, the “SPAVI Parties”) move for an order *in limine* (the “Motion”) that will preclude any evidence or argument that the Amended Joint Venture Agreement or the unsigned 2010 master license agreement conveyed to the Koren Parties an independent right to the intellectual property once owned by Cinco Corporation and subsequently transferred to SPAVI.

The SPAVI Parties bring this Motion under Federal Rules of Evidence 401 and 403. It is based on this Notice of Motion and Motion, the Memorandum of Points and Authorities therein, the Declaration of Michael Murphy, the [Proposed] Order, and all papers and pleadings filed by the parties, all papers lodged with the Court, any other evidence presented, and on such other matters as the Court may deem proper to consider at the hearing.

Pursuant to Local Rule 7-3, the parties met and conferred on June 20, 2025, and again on July 14, 2025, and were unable to resolve the present dispute.

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1 Dated: July 14, 2025

FOX ROTHSCHILD LLP

/s/ Michael D. Murphy

Michael D. Murphy

Attorneys for Plaintiff and Counterclaim
Defendant SHAKEY'S PIZZA ASIA
VENTURES, INC. and Third Party
Defendants CINCO CORPORATION,
PC INTERNATIONAL PTE LTD., and
SPAVI INTERNATIONAL USA, INC.

Statement Pursuant To Civil Pretrial Order

The SPAVI Parties¹ seek to exclude evidence or argument that the Amended Joint Venture Agreement or the 2010 unsigned draft of the master license agreement conveyed to the Koren Parties² any independent right to use the intellectual property of Potato Corner.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The SPAVI Parties move for an order *in limine* that will preclude the Koren Parties at trial from introducing into evidence or arguing that the Amended Joint Venture Agreement (“AJVA”), or the 2010 unexecuted, draft master license agreement (the “Unsigned Draft”) conferred on any of the Koren Parties an independent right to use the Potato Corner intellectual property (the “PC IP”) owned by SPAVI, which consists of the following three registered trademarks: (1) The Potato Corner Logo Mark (U.S. Reg. No. 3760041), which was deemed “incontestable”, the “POTATO CORNER Characters Mark” (U.S. Reg. No. 5900257), and the “WORLD’S BEST Characters Mark” (U.S. Reg. No. 6088456). The Koren parties should be precluded from arguing that either document gave any right to use the PC IP under the law of case doctrine given that this Court, and the Ninth Circuit have both evaluated both documents, Defendants’ arguments, and concluded the AJVA is not a licensee with PCJV, but an agreement to agree with Cinco that was never executed. The latter – the unsigned purported license agreement – has been interpreted by this Court and the same panel to be an illusory unsigned document that is not a contract.

¹ “SPAVI Parties” refers to SHAKEY’S PIZZA ASIA VENTURES, INC. (“SPAVI”) and Third-Party Defendants.

² “Koren Parties” refers to Defendants, Counter-Claimants, and Third-Party Plaintiffs.

1 This Court has already observed that the Koren Parties “appear to be trying
2 to reassert legal theories that have been repeatedly rejected” about the “ownership
3 of the trademarks at issue.” Dkt. 213, p. 3. Among these theories is that the AJVA
4 or the Unsigned Draft conveyed to the Koren Parties an independent right to use the
5 PC IP. Despite having been rejected by two separate courts, the Koren Parties
6 continue to incessantly ram this argument into the wall that has kept it from
7 succeeding, hoping it will eventually break through.

8 Because this Court and the Ninth Circuit have already rejected that the AJVA
9 or Unsigned Draft conveyed an independent right for the Koren Parties to use the
10 PC IP, they should be precluded from further arguing it at trial under the “law of
11 case” doctrine, which is a fundamental principal that promotes not only consistency
12 within a case, but also finality and efficiency.

13 **II. FACTUAL BACKGROUND**

14 Since this case’s beginning , the Koren Parties have maintained that they had
15 an unabridged, independent right to use the PC IP under the terms of the AJVA and
16 (an obvious) draft, 2010 Master License Agreement signed by no one except for
17 Guy Koren. This contention first surfaced when they moved for their *Ex Parte*
18 *Application for Order for Order to Show Cause Re: Preliminary Injunction and*
19 *Temporary Restraining Order*, which the Court denied. (Dkt 37-1, p. 6:1-11.). It
20 has repeatedly popped up since then, including in opposition to the preliminary
21 injunction obtained by SPAVI. As recently as their *Objections to the Report &*
22 *Recommendations Re: Motion for Sanctions*, the Koren Parties hinted at their
23 purported rights under the documents.

24 At every turn these arguments have been rejected. In its order, for example,
25 granting in part and denying in part the *Motion to Dismiss and Motion for*
26 *Preliminary Injunction*, the Court noted that the “purported license agreement” (i.e.,

1 the Unsigned Draft) “was not signed by Cinco, and its section on fees *plainly was*
2 *not a final agreement.*” (Dkt. 56, p. 4 ¶ 3 (emphasis added).) Moreover, the Court
3 recognized that “the *AJVA plainly acknowledged Cinco’s ownership of the marks*
4 by requiring PCJV to license the Potato Corner intellectual property including
5 trademarks from Cinco.” Dkt. 36 p. 10 ¶ 1. (emphasis added)

6 The Ninth Circuit too has weighed in on the AJVA and Unsigned Draft. It
7 noted that that “. . . the AJVA contained an agreement to enter a future Master
8 License Agreement, not a “perpetual license” like PCJV claims. Dkt. 178, p.4
9 (citing to *First Nat’l Mortg. Co. v. Fed. Realty Inv. Tr.*, 631 F.3d 1058, 1065 (9th
10 Cir. 2011)) (“[A]n ‘agreement to agree,’ without more, is not a binding contract.”).
11 It further concluded that SPAVI plausibly alleged that the [Unsigned Draft] “was
12 merely a draft, and the district court acted within its discretion in finding that PCJV
13 failed to disprove that allegation.” (Dkt. 178, pp. 4-5.)

14 The SPAVI Parties now move in limine for an order that precludes the Koren
15 Parties from asserting their theories, which have been repeatedly rejected by two
16 Courts.

17 **III. ARGUMENT**

18 **A. *The Law of Case Doctrine Should Preclude The Koren Parties From*** 19 ***Arguing That the JVA or AJVA Conferred Any Independent Right to*** 20 ***Use the Potato Corner Intellectual Property***

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22 “The law of the case doctrine is a rule of practice, based on the sound policy
23 that, when an issue is once litigated and decided, that should be the end of the
24 matter.” *Tully v. Okeson*, 78 F.4th 377, 380 (7th Cir. 2023) (cleaned up). It
25 “establishes a presumption that a ruling made at one stage of a lawsuit will be
26 adhered to throughout the suit.” *Avitia v. Metro. Club of Chicago, Inc.*, 49 F.3d

1 1219, 1227 (7th Cir. 1995) It includes “issues decided explicitly or by necessary
2 implication in [the Court's] previous disposition.” *Hanna Boys Ctr. v. Miller*, 853
3 F.2d 682, 686 (9th Cir. 1988)

4 The doctrine may be applied to an issue decided in ruling on a preliminary
5 injunction where the record before the appellate court was “sufficiently developed
6 and the facts necessary to shape the proper legal matrix.” *Naser Jewelers, Inc. v.*
7 *City of Concord, N.H.*, 538 F.3d 17, 20 (1st Cir. 2008 (internal quotation marks
8 omitted) ; *see also Preminger v. Peake*, 552 F.3d 757, 765 (9th Cir.2008) (holding
9 that the Court's legal determinations on a prior appeal from
10 a preliminary injunction denial “remains the law of the case”); *Ranchers Cattlemen*
11 *Action Legal Fund v. U.S. Dep't of Agric.*, 499 F.3d 1108, 1114 (9th
12 Cir.2007) (holding that conclusions of law made on appeal from
13 a preliminary injunction order are binding on a district court on remand); *This That*
14 *And The Other Gift And Tobacco, Inc. v. Cobb County*, 439 F.3d 1275, 1283–84
15 (11th Cir.2006) (concluding that legal rulings issued by a prior panel on an appeal
16 of a preliminary injunction order were the law of the case with respect to
17 subsequent proceedings in the same litigation and describing those rulings as
18 “binding on the district court”).

19 Here, the legal effect of the AJVA and Unsigned Draft have already been
20 decided both “explicitly” and by “necessary implication,” since both were
21 examined—and concluded upon—the when the courts examined the ex parte
22 applications for temporary restraining orders and the interlocutory appeal on
23 SPAVI’s preliminary injunction. Permitting the Koren Parties continually
24 reintroduce their theories regarding the AJVA and Unsigned Draft and the rights
25 they purportedly conveyed to the PC IP would directly contradict the law of case
26 doctrine followed by this circuit and others. It would invite the jury to reconsider

1 something already considered by this Court and the Ninth Circuit, leading to
2 potential confusion and undermining the efficiency and finality that the doctrine
3 seeks to achieve. Since both Court's decisions, there has been no intervening
4 change in controlling law and no indication that either court made an erroneous
5 ruling, Moreover, nothing has material emerged since either ruling was issued that
6 would support the Koren Parties' theories pertaining to either.

7 **IV. CONCLUSION**

8 For the foregoing reasons, the SPAVI Parties respectfully request that this
9 Court grant this Motion and issue an order the precludes the Koren Parties from
10 trying to evidence, argue, or otherwise suggest that either the AJVA or Unsigned
11 Draft conveyed an independent right to use the PCJV.

12
13 Dated: July 14, 2025

FOX ROTHSCHILD LLP

/s/ Michael D. Murphy

Michael D. Murphy
Attorneys for Plaintiff and
Counterclaim Defendant SHAKEY'S
PIZZA ASIA VENTURES, INC. and
Third Party Defendants CINCO
CORPORATION, PC
INTERNATIONAL PTE LTD., and
SPAVI+ INTERNATIONAL USA,
INC.

CERTIFICATE OF COMPLIANCE RE: WORD COUNT

The undersigned, counsel of record for Plaintiff Shakey's Pizza Asia Ventures, Inc., certifies that this brief contains 1292 words, which complies with the word limit of L.R. 11-6.1.

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CERTIFICATE OF SERVICE

The undersigned certifies that, on July 14, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court’s ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF user and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: July 14, 2015

FOX ROTHSCHILD LLP

/s/ Michael D. Murphy
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Attorneys for Plaintiff and Counterclaim
Defendant SHAKEY’S PIZZA ASIA
VENTURES, INC. and Third Party
Defendants CINCO CORPORATION,
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